



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 20, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT FOR THE TRANSFER OF STORM DRAIN SYSTEMS IN THE CITY OF HAWAIIAN GARDENS (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

This action is to execute the storm drain transfer agreement between the Los Angeles County Flood Control District and the City of Hawaiian Gardens.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the agreement between the Los Angeles County Flood Control District and the City of Hawaiian Gardens that warrants the rights of way as to title, extent, and location of drainage facilities when transferred from the City of Hawaiian Gardens to the Los Angeles County Flood Control District for operation and maintenance, pursuant to Section 13-3/4 of the Los Angeles County Flood Control Act.
3. Authorize and instruct the Chairman of the Board of Supervisors to execute the agreement on behalf of the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Flood Control District (District) has executed similar agreements with other cities in the County of Los Angeles (County). Under the terms of the enclosed agreement, the City of Hawaiian Gardens (City) warrants the accuracy of the right of way for future storm drain transfers and the District would eliminate its independent review, except for an abbreviated review on major projects, where extensive fee title is taken. This will accelerate the processing of transferring facilities. No storm drain facilities or property interests are being conveyed to the District at this time.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3) by providing public works infrastructure and services that improves the quality of life for County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The improvements are those drainage facilities that are built by the City or by private developers under bond to the City that are to be transferred to the District for operation and maintenance. The rights of way for these facilities are granted first to the City and then quit claimed to the District as the facilities are transferred.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 13-3/4 of the Los Angeles County Flood Control Act authorizes a public agency that has constructed or acquired a storm drain improvement or a drainage system to request the Los Angeles County Flood Control District to accept the transfer and conveyance of the improvement or system from the public agency. Section 13-3/4 further authorizes the Board of Supervisors (Board), acting on behalf of the District, to assign a designee to act on behalf of the District regarding the acceptance of a storm drain improvement and drainage system by the District, and your Board has previously delegated this authority to the Director of Public Works or her designee.

Under the terms of the proposed agreement, the City of Hawaiian Gardens will warrant to the District that each storm drain improvement and drainage system transferred to the District from the City will be accompanied by sufficient easements or other property rights for the operation and maintenance of that improvement or system.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act. This Agreement is within the class of projects which have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class I of the Environmental Document Reporting Procedures and Guidelines, Appendix G.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transfer agreement will not create an adverse impact on any current services or projects.

CONCLUSION

Please return one adopted copy of this letter and three signed agreements to the Department of Public Works, Land Development Division. Also please forward one adopted copy of the letter and agreement to the Auditor-Controller.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:DH:la

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

RECORDING REQUESTED BY·
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property
Management Division
R/W Engineering Section

Space Above This Line Reserved for Recorder's Use

AGREEMENT

THIS AGREEMENT IS DATED FOR
REFERENCE ONLY, AND MADE
BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,

a body corporate and politic of the State of California,
hereinafter referred to as "DISTRICT"

AND

CITY OF HAWAIIAN GARDENS

a municipal corporation of the State of California,
hereinafter referred to as "CITY"

RECITALS

- A. DISTRICT's primary functions are the control and conservation of the flood, storm, and other waste waters of said DISTRICT;
- B. DISTRICT is authorized by Section 13-3/4 of the Los Angeles County Flood control Act to accept transfers and conveyances of storm drain improvements and drainage systems constructed or acquired by other public agencies (hereinafter "flood control facilities"), for operation, maintenance, repair and improvement thereof, if the flood control facilities benefit property within the DISTRICT ,
- C. CITY periodically requests that the DISTRICT accept transfers and conveyances of certain flood control facilities, constructed or acquired by CITY, for operation, maintenance, repair and improvement thereof;
- D. Acceptance by the DISTRICT of the flood control facilities for such purposes will benefit the CITY

THEREFORE, THE PARTIES AGREE AS FOLLOWS,

Upon the execution of this Agreement by both parties, all transfers and conveyances of flood control facilities thereafter requested by the CITY and accepted by the DISTRICT shall be subject to the following:

- 1 CITY warrants that it has good and sufficient title to, or a sufficient interest in, the property on which the flood control facilities are located, to provide for the operation and maintenance of such facilities and such additional property as is necessary to protect such facilities and to provide access to such facilities for maintenance and repair purposes. CITY further warrants that it has the right to execute a deed (Transfer Deed) transferring and conveying said title or interest to DISTRICT, and that the title or interest transferred and conveyed by CITY to DISTRICT shall be free of all liens, encumbrances, or conflicting easements, unless expressly agreed to in writing by DISTRICT's Chief Engineer;
2. CITY further warrants that said flood control facilities are completely contained within the property described in the Transfer Deed, that it has complied with DISTRICT's requirements as to the location of said facilities, that the property identified or described in the Transfer Deed is physically locatable by interpretation or accurate analysis of the document, and by ties to legal points of record, and that said document contains no discontinuities, gaps, or overlaps.
- 3 City warrants that if, after the transfer and conveyance and acceptance of any flood control facility subject to this Agreement, said flood control facility must be relocated or modified as the result of the relocation, change in grade, or other modification of any street or structure owned or under control of CITY, CITY shall pay the cost of such relocation or modification of the flood control facility
- 4 CITY shall fully indemnify, defend and hold the DISTRICT, the COUNTY OF LOS ANGELS and their officers, agents, and employees, harmless from any and all claims, demands, liability, damages, costs, and expenses, arising out of the breach of any of the warranties, in this agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, by the City on _____, 2009, and by the DISTRICT, on _____, 2009

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

BY _____
Chairman, Board of Supervisors

ATTEST
SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

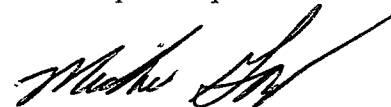
By _____
Deputy

APPROVED AS TO FORM.

RAYMOND G. FORTNER, JR.
County Counsel


By Carole Suzuki for
Deputy Mark Yama

CITY OF HAWAIIAN GARDENS
A Municipal Corporation

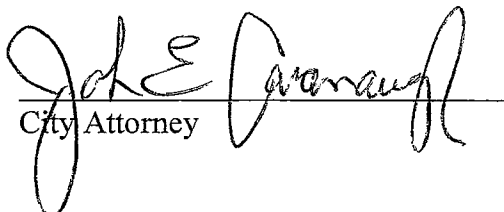


MICHAEL GOMEZ
Mayor of the City of
HAWAIIAN GARDENS, California

ATTEST


(SEAL)
SUE UNDERWOOD LUCIE COLOMBO
City Clerk - ACTING

Approved as to form:


City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

RAYMOND G FORTNER, JR.
County Counsel

By Carole Suzuki for Mark Yanai
Deputy